

**第 16/2020 號行政長官公告****Aviso do Chefe do Executivo n.º 16/2020**

中華人民共和國於二零一九年九月二十三日就二零零六年七月七日在羅馬制訂的《南印度洋漁業協定》（下稱“協定”）向聯合國糧食及農業組織總幹事交存加入書；

中華人民共和國於交存加入書時聲明，協定適用於中華人民共和國澳門特別行政區；

根據該協定第二十四條第三款的規定，協定自二零一九年十月二十二日起對中華人民共和國及其澳門特別行政區生效；

基於此，行政長官根據第3/1999號法律《法規的公佈與格式》第五條（一）項和第六條第一款的規定，命令公佈《南印度洋漁業協定》的英文正式文本和中文譯本。

二零二零年四月十四日發佈。

行政長官 賀一誠

Considerando que a República Popular da China efectuou, em 23 de Setembro de 2019, junto do Director Geral da Organização das Nações Unidas para a Alimentação e Agricultura, o depósito do seu instrumento de adesão ao Acordo de Pesca do Oceano Índico Sul (Acordo), adoptado em Roma, em 7 de Julho de 2006;

Considerando igualmente que, no momento do aludido depósito do seu instrumento de adesão, a República Popular da China declarou que o referido Acordo se aplica à Região Administrativa Especial de Macau da República Popular da China;

Considerando ainda que, nos termos do disposto no n.º 3 do seu artigo 24.º, o Acordo entrou em vigor para a República Popular da China e a sua Região Administrativa Especial de Macau, a partir de 22 de Outubro de 2019;

O Chefe do Executivo manda publicar, nos termos da alínea 1) do artigo 5.º e do n.º 1 do artigo 6.º da Lei n.º 3/1999 (Publicação e formulário dos diplomas), a versão autêntica do Acordo de Pesca do Oceano Índico Sul em língua inglesa e a respectiva tradução para a língua chinesa.

Promulgado em 14 de Abril de 2020.

O Chefe do Executivo, *Ho Iat Seng*.

## SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT

### THE CONTRACTING PARTIES

HAVING A MUTUAL INTEREST in the proper management, long-term conservation and sustainable use of fishery resources in the Southern Indian Ocean, and desiring to further the attainment of their objectives through international cooperation;

TAKING INTO CONSIDERATION that the coastal States have waters under national jurisdiction in accordance with the United Nations Convention on the Law of the Sea of 10 December 1982 and general principles of international law, within which they exercise their sovereign rights for the purpose of exploring and exploiting, conserving and managing fishery resources and conserving living marine resources upon which fishing has an impact;

RECALLING THE RELEVANT PROVISIONS of the United Nations Convention on the Law of the Sea of 10 December 1982, the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995, and the Agreement to Promote Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas of 24 November 1993 and taking into account the Code of Conduct for Responsible Fisheries adopted by the 28<sup>th</sup> Session of the Conference of the Food and Agriculture Organization of the United Nations on 31 October 1995;

RECALLING FURTHER article 17 of the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks 1995, and the need for non-Contracting Parties to this Southern Indian Ocean Fisheries Agreement to apply the conservation and management measures adopted hereunder and not to authorise vessels flying their flag to engage in fishing activities inconsistent with the conservation and sustainable use of the fishery resources to which this Agreement applies;

RECOGNIZING economic and geographical considerations and the special requirements of developing States, in particular the least-developed among them and small island developing States and their coastal communities, for equitable benefit from fishery resources;

DESIRING cooperation between coastal States and all other States, organizations and fishing entities having an interest in the fishery resources of the Southern Indian Ocean to ensure compatible conservation and management measures;

BEARING IN MIND that the achievement of the above will contribute to the realization of a just and equitable economic order in the interests of all humankind, and in particular the special interests and needs of developing States, in particular the least-developed among them and small island developing States;

CONVINCED that the conclusion of a multilateral agreement for the long-term conservation and sustainable use of fishery resources in waters beyond national jurisdiction in the Southern Indian Ocean would best serve these objectives;

**AGREE AS FOLLOWS:****ARTICLE 1 – DEFINITIONS**

For the purposes of this Agreement:

- (a) “1982 Convention” means the United Nations Convention on the Law of the Sea of 10 December 1982;
- (b) “1995 Agreement” means the Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks of 4 December 1995;
- (c) “Area” means the area to which this Agreement applies, as prescribed in article 3;
- (d) “Code of Conduct” means the Code of Conduct for Responsible Fisheries adopted by the 28<sup>th</sup> Session of the Conference of the Food and Agriculture Organization of the United Nations on 31 October 1995;
- (e) “Contracting Party” means any State or regional economic integration organization which has consented to be bound by this Agreement and for which the Agreement is in force;
- (f) “fishery resources” means resources of fish, molluscs, crustaceans and other sedentary species within the Area, but excluding:
  - (i) sedentary species subject to the fishery jurisdiction of coastal States pursuant to article 77(4) of the 1982 Convention; and
  - (ii) highly migratory species listed in Annex I of the 1982 Convention;
- (g) “fishing” means:
  - (i) the actual or attempted searching for, catching, taking or harvesting of fishery resources;
  - (ii) engaging in any activity which can reasonably be expected to result in the locating, catching, taking or harvesting of fishery resources for any purpose including scientific research;
  - (iii) placing, searching for or recovering any aggregating device for fishery resources or associated equipment including radio beacons;
  - (iv) any operation at sea in support of, or in preparation for, any activity described in this definition, except for any operation in emergencies involving the health or safety of crew members or the safety of a vessel; or
  - (v) the use of an aircraft in relation to any activity described in this definition except for flights in emergencies involving the health or safety of crew members or the safety of a vessel;
- (h) “fishing entity” means a fishing entity as referred to in article 1(3) of the 1995 Agreement;
- (i) “fishing vessel” means any vessel used or intended for fishing, including a mother ship, any other vessel directly engaged in fishing operations, and any vessel engaged in transshipment;
- (j) “nationals” includes both natural and legal persons;

- (lc) “regional economic integration organization” means a regional economic integration organization to which its member States have transferred competence over matters covered by this Agreement, including the authority to make decisions binding on its member States in respect of those matters;
- (l) “transshipment” means the unloading of all or any of the fishery resources on board a fishing vessel onto another vessel whether at sea or in port.

#### ARTICLE 2 – OBJECTIVES

The objectives of this Agreement are to ensure the long-term conservation and sustainable use of the fishery resources in the Area through cooperation among the Contracting Parties, and to promote the sustainable development of fisheries in the Area, taking into account the needs of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least-developed among them and small island developing States.

#### ARTICLE 3 – AREA OF APPLICATION

1. This Agreement applies to the Area bounded by a line joining the following points along parallels of latitude and meridians of longitude, excluding waters under national jurisdiction:

Commencing at the landfall on the continent of Africa of the parallel of 10° North; from there east along that parallel to its intersection with the meridian of 65° East; from there south along that meridian to its intersection with the equator; from there east along the equator to its intersection with the meridian of 80° East; from there south along that meridian to its intersection with the parallel of 20° South; from there east along that parallel to its landfall on the continent of Australia; from there south and then east along the coast of Australia to its intersection with the meridian of 120° East; from there south along that meridian to its intersection with the parallel of 55° South; from there west along that parallel to its intersection with the meridian of 80° East; from there north along that meridian to its intersection with the parallel of 45° South; from there west along that parallel to its intersection with the meridian of 30° East; from there north along that meridian to its landfall on the continent of Africa.

2. Where for the purpose of this Agreement it is necessary to determine the position on the surface of the Earth of a point, line or area, that position shall be determined by reference to the International Terrestrial Reference System maintained by the International Earth Rotation Service, which for most practical purposes is equivalent to the World Geodetic System 1984 (WGS84).

#### ARTICLE 4 – GENERAL PRINCIPLES

In giving effect to the duty to cooperate in accordance with the 1982 Convention and international law, the Contracting Parties shall apply, in particular, the following principles:

- (a) measures shall be adopted on the basis of the best scientific evidence available to ensure the long-term conservation of fishery resources, taking into account the sustainable use of such resources and implementing an ecosystem approach to their management;
- (b) measures shall be taken to ensure that the level of fishing activity is commensurate with the sustainable use of the fishery resources;
- (c) the precautionary approach shall be applied in accordance with the Code of Conduct and the 1995 Agreement, whereby the absence of adequate scientific information shall not be used as a reason for postponing or failing to take conservation and management measures;
- (d) the fishery resources shall be managed so that they are maintained at levels that are capable of producing the maximum sustainable yield, and depleted stocks of fishery resources are rebuilt to the said levels;
- (e) fishing practices and management measures shall take due account of the need to minimize the harmful impact that fishing activities may have on the marine environment;
- (f) biodiversity in the marine environment shall be protected; and
- (g) the special requirements of developing States bordering the Area that are Contracting Parties to this Agreement, and in particular the least-developed among them and small island developing States, shall be given full recognition.

#### ARTICLE 5 – MEETING OF THE PARTIES

1. The Contracting Parties shall meet periodically to consider matters pertaining to the implementation of this Agreement and to make all decisions relevant thereto.
2. The ordinary Meeting of the Parties shall, unless the Meeting otherwise decides, take place at least once a year and, to the extent practicable, back-to-back with meetings of the South West Indian Ocean Fisheries Commission. The Contracting Parties may also hold extraordinary meetings when deemed necessary.
3. The Meeting of the Parties shall, by consensus, adopt and amend its own Rules of Procedure and those of its subsidiary bodies.
4. The Contracting Parties, at their first meeting, shall consider the adoption of a budget to fund the conduct of the Meeting of the Parties and the exercise of its functions and accompanying financial regulations. The financial regulations shall set out the criteria governing the determination of the amount of each Contracting Party's contribution to the budget, giving due consideration to the economic status of Contracting Parties which are developing States, and in particular the least-developed among them and small island developing States, and ensuring that an adequate share of the budget is borne by Contracting Parties that benefit from fishing in the Area.

**ARTICLE 6 – FUNCTIONS OF THE MEETING OF THE PARTIES**

1. The Meeting of the Parties shall:
  - (a) review the state of fishery resources, including their abundance and the level of their exploitation;
  - (b) promote and, as appropriate, co-ordinate research activities as required on the fishery resources and on straddling stocks occurring in waters under national jurisdiction adjacent to the Area, including discarded catch and the impact of fishing on the marine environment;
  - (c) evaluate the impact of fishing on the fishery resources and on the marine environment, taking into account the environmental and oceanographic characteristics of the Area, other human activities and environmental factors;
  - (d) formulate and adopt conservation and management measures necessary for ensuring the long-term sustainability of the fishery resources, taking into account the need to protect marine biodiversity, based on the best scientific evidence available;
  - (e) adopt generally recommended international minimum standards for the responsible conduct of fishing operations;
  - (f) develop rules for the collection and verification of scientific and statistical data, as well as for the submission, publication, dissemination and use of such data;
  - (g) promote cooperation and coordination among Contracting Parties to ensure that conservation and management measures for straddling stocks occurring in waters under national jurisdiction adjacent to the Area and measures adopted by the Meeting of the Parties for the fishery resources are compatible;
  - (h) develop rules and procedures for the monitoring, control and surveillance of fishing activities in order to ensure compliance with conservation and management measures adopted by the Meeting of the Parties including, where appropriate, a system of verification incorporating vessel monitoring and observation, and rules concerning the boarding and inspection of vessels operating in the Area;
  - (i) develop and monitor measures to prevent, deter and eliminate illegal, unreported and unregulated fishing;
  - (j) in accordance with international law and any applicable instruments, draw the attention of any non-Contracting Parties to any activities which undermine the attainment of the objectives of this Agreement;
  - (k) establish the criteria for and rules governing participation in fishing; and
  - (l) carry out any other tasks and functions necessary to achieve the objectives of this Agreement.

2. In determining criteria for participation in fishing, including allocation of total allowable catch or total level of fishing effort, the Contracting Parties shall take into account, *inter alia*, international principles such as those contained in the 1995 Agreement.
3. In applying the provisions of paragraph 2, the Contracting Parties may, *inter alia*:
  - (a) designate annual quota allocations or fishing effort limitations for Contracting Parties;
  - (b) allocate catch quantities for exploration and scientific research; and
  - (c) set aside fishing opportunities for non-Contracting Parties to this Agreement, if necessary.
4. The Meeting of Parties shall, subject to agreed rules, review quota allocations and fishing effort limitations of Contracting Parties and participation in fishing opportunities of non-Contracting Parties taking into account, *inter alia*, information on the implementation by Contracting and non-Contracting Parties of the conservation and management measures adopted by the Meeting of the Parties.

#### ARTICLE 7 – SUBSIDIARY BODIES

1. The Meeting of the Parties shall establish a permanent Scientific Committee, which shall meet, unless the Meeting of the Parties otherwise decides, at least once a year, and preferably prior to the Meeting of the Parties, in accordance with the following provisions:
  - (a) the functions of the Scientific Committee shall be:
    - (i) to conduct the scientific assessment of the fishery resources and the impact of fishing on the marine environment, taking into account the environmental and oceanographic characteristics of the Area, and the results of relevant scientific research;
    - (ii) to encourage and promote cooperation in scientific research in order to improve knowledge of the state of the fishery resources;
    - (iii) to provide scientific advice and recommendations to the Meeting of the Parties for the formulation of the conservation and management measures referred to in article 6(1)(d);
    - (iv) to provide scientific advice and recommendations to the Meeting of the Parties for the formulation of measures regarding the monitoring of fishing activities;
    - (v) to provide scientific advice and recommendations to the Meeting of the Parties on appropriate standards and format for fishery data collection and exchange; and
    - (vi) any other scientific function that the Meeting of the Parties may decide;

- (b) in developing advice and recommendations the Scientific Committee shall take into consideration the work of the South West Indian Ocean Fisheries Commission as well as that of other relevant research organizations and regional fisheries management organizations.
2. Once the measures referred to in article 6 are taken, the Meeting of the Parties shall establish a Compliance Committee, to verify the implementation of and compliance with such measures. The Compliance Committee shall meet, in conjunction with the Meeting of the Parties, as provided for in the Rules of Procedure and shall report, advise and make recommendations to the Meeting of the Parties.
  3. The Meeting of the Parties may also establish such temporary, special or standing committees as may be required, to study and report on matters pertaining to the implementation of the objectives of this Agreement, and working groups to study, and submit recommendations on, specific technical problems.

#### ARTICLE 8 – DECISION MAKING

1. Unless otherwise provided in this Agreement, decisions of the Meeting of the Parties and its subsidiary bodies on matters of substance shall be taken by the consensus of the Contracting Parties present, where consensus means the absence of any formal objection made at the time a decision is taken. The question of whether a matter is one of substance shall be treated as a matter of substance.
2. Decisions on matters other than those referred to in paragraph 1 shall be taken by a simple majority of the Contracting Parties present and voting.
3. Decisions adopted by the Meeting of the Parties shall be binding on all Contracting Parties.

#### ARTICLE 9 – SECRETARIAT

The Meeting of the Parties shall decide on arrangements for the carrying out of secretariat services, or the establishment of a Secretariat, to perform the following functions:

- (a) implementing and coordinating the administrative provisions of this Agreement, including the compilation and distribution of the official report of the Meeting of the Parties;
- (b) maintaining a complete record of the proceedings of the Meeting of the Parties and its subsidiary bodies, as well as a complete archive of any other official documents pertaining to the implementation of this Agreement; and
- (c) any other function that the Meeting of the Parties may decide.



**ARTICLE 10 – CONTRACTING PARTY DUTIES**

1. Each Contracting Party shall, in respect of its activities within the Area:
  - (a) promptly implement this Agreement and any conservation, management and other measures or matters which may be agreed by the Meeting of the Parties;
  - (b) take appropriate measures in order to ensure the effectiveness of the measures adopted by the Meeting of the Parties;
  - (c) collect and exchange scientific, technical and statistical data with respect to the fishery resources and ensure that:
    - (i) data is collected in sufficient detail to facilitate effective stock assessment and are provided in a timely manner to fulfil the requirements set forth in the rules adopted by the Meeting of the Parties;
    - (ii) appropriate measures are taken to verify the accuracy of such data;
    - (iii) such statistical, biological and other data and information as the Meeting of the Parties may decide is provided annually; and
    - (iv) information on steps taken to implement the conservation and management measures adopted by the Meeting of the Parties is provided in a timely manner.
2. Each Contracting Party shall make available to the Meeting of the Parties a statement of implementing and compliance measures, including imposition of sanctions for any violations, it has taken in accordance with this article and, in the case of coastal States that are Contracting Parties to this Agreement, as regards the conservation and management measures they have taken for straddling stocks occurring in waters under their jurisdiction adjacent to the Area.
3. Without prejudice to the primacy of the responsibility of the flag State, each Contracting Party shall, to the greatest extent possible, take measures, or cooperate, to ensure that its nationals and fishing vessels owned or operated by its nationals fishing in the Area comply with the provisions of this Agreement and with the conservation and management measures adopted by the Meeting of the Parties.
4. Each Contracting Party shall, to the greatest extent possible, at the request of any other Contracting Party, and when provided with the relevant information, investigate any alleged serious violation within the meaning of the 1995 Agreement by its nationals, or fishing vessels owned or operated by its nationals, of the provisions of this Agreement or any conservation and management measure adopted by the Meeting of the Parties. A reply, including details of any action taken or proposed to be taken in relation to the alleged violation, shall be provided to all Contracting Parties as soon as practicable and in any case within two (2) months of such request. A report on the outcome of the investigation shall be provided to the Meeting of the Parties when the investigation is completed.

**ARTICLE 11 – FLAG STATE DUTIES**

1. Each Contracting Party shall take such measures as may be necessary to ensure that:
  - (a) fishing vessels flying its flag operating in the Area comply with the provisions of this Agreement and the conservation and management measures adopted by the Meeting of the Parties and that such vessels do not engage in any activity which undermines the effectiveness of such measures;
  - (b) fishing vessels flying its flag do not conduct unauthorized fishing within waters under national jurisdiction adjacent to the Area; and
  - (c) it develops and implements a satellite vessel monitoring system for fishing vessels flying its flag and fishing in the Area.
2. No Contracting Party shall allow any fishing vessel entitled to fly its flag to be used for fishing in the Area unless it has been authorised to do so by the appropriate authority or authorities of that Contracting Party.
3. Each Contracting Party shall:
  - (a) authorize the use of vessels flying its flag for fishing in waters beyond national jurisdiction only where it is able to exercise effectively its responsibilities in respect of such vessels under this Agreement and in accordance with international law;
  - (b) maintain a record of fishing vessels entitled to fly its flag and authorized to fish for the fishery resources, and ensure that, for all such vessels, such information as may be specified by the Meeting of the Parties is entered in that record. Contracting Parties shall exchange this information in accordance with such procedures as may be agreed by the Meeting of the Parties;
  - (c) in conformity with the rules determined by the Meeting of the Parties, make available to each annual Meeting of the Parties a report on its fishing activities in the Area;
  - (d) collect and share in a timely manner, complete and accurate data concerning fishing activities by vessels flying its flag operating in the area, in particular on vessel position, retained catch, discarded catch and fishing effort, where appropriate maintaining confidentiality of data as it relates to the application of relevant national legislation; and
  - (e) to the greatest extent possible, at the request of any other Contracting Party, and when provided with the relevant information, investigate any alleged serious violation within the meaning of the 1995 Agreement by fishing vessels flying its flag of the provisions of this Agreement or any conservation and management measure adopted by the Meeting of the Parties. A reply, including details of any action taken or proposed to be taken in relation to such alleged violation, shall be provided to all Contracting Parties as soon as practicable and in any case within two (2) months of such request. A report on the outcome of the investigation shall be provided to the Meeting of the Parties when the investigation is completed.

**ARTICLE 12 – PORT STATE DUTIES**

1. Measures taken by a port State Contracting Party in accordance with this Agreement shall take full account of the right and the duty of a port State to take measures, in accordance with international law, to promote the effectiveness of subregional, regional and global conservation and management measures. When taking such measures, a port State Contracting Party shall not discriminate in form or in fact against the fishing vessels of any State.
2. Each port State Contracting Party shall:
  - (a) in accordance with the conservation and management measures adopted by the Meeting of the Parties, *inter alia*, inspect documents, fishing gear and catch on board fishing vessels, when such vessels are voluntarily in its ports or at its offshore terminals;
  - (b) not permit landings, transshipment, or supply services in relation to fishing vessels unless they are satisfied that fish on board the vessel have been caught in a manner consistent with the conservation and management measures adopted by the Meeting of the Parties; and
  - (c) provide assistance to flag State Contracting Parties, as reasonably practical and in accordance with its national law and international law, when a fishing vessel is voluntarily in its ports or at its offshore terminals and the flag State of the vessel requests it to provide assistance in ensuring compliance with the provisions of this Agreement and with the conservation and management measures adopted by the Meeting of the Parties.
3. In the event that a port State Contracting Party considers that a vessel of another Contracting Party making use of its ports or offshore terminals has violated a provision of this Agreement or a conservation and management measure adopted by the Meeting of the Parties, it shall draw this to the attention of the flag State concerned and of the Meeting of the Parties. The port State Contracting Party shall provide the flag State and the Meeting of the Parties with full documentation of the matter, including any record of inspection.
4. Nothing in this article affects the exercise by Contracting Parties of their sovereignty over ports in their territory in accordance with international law.

**ARTICLE 13 – SPECIAL REQUIREMENTS OF DEVELOPING STATES**

1. The Contracting Parties shall give full recognition to the special requirements of developing States bordering the Area, in particular the least-developed among them and small island developing States, in relation to the conservation and management of fishery resources and the sustainable development of such resources.
2. The Contracting Parties recognize, in particular:

- (a) the vulnerability of developing States bordering the Area, in particular the least-developed among them and small island developing States, that are dependent on the exploitation of fishery resources, including for meeting the nutritional requirements of their populations or parts thereof;
  - (b) the need to avoid adverse impacts on, and ensure access to fisheries by, subsistence, small-scale and artisanal fishers and fishworkers; and
  - (c) the need to ensure that conservation and management measures adopted by the Meeting of the Parties do not result in transferring, directly or indirectly, a disproportionate burden of conservation action onto developing States bordering the Area, in particular the least-developed among them and small island developing States.
3. Cooperation by the Contracting Parties under the provisions of this Agreement and through other subregional or regional organizations involved in the management of marine living resources should include action for the purposes of:
  - (a) enhancing the ability of developing States bordering the Area, in particular the least-developed among them and small island developing States, to conserve and manage fishery resources and to develop their own fisheries for such resources; and
  - (b) assisting developing States bordering the Area, in particular the least-developed among them and small island developing States, to enable them to participate in fisheries for such resources, including facilitating access in accordance with this Agreement.
4. Cooperation with developing States bordering the Area, in particular the least-developed among them and small island developing States, for the purposes set out in this article should include the provision of financial assistance, assistance relating to human resources development, technical assistance, transfer of technology, and activities directed specifically towards:
  - (a) improved conservation and management of the fishery resources and of straddling stocks occurring in waters under national jurisdiction adjacent to the Area, which can include the collection, reporting, verification, exchange and analysis of fisheries data and related information;
  - (b) improved information collection and management of the impact of fishing activities on the marine environment;
  - (c) stock assessment and scientific research;
  - (d) monitoring, control, surveillance, compliance and enforcement, including training and capacity-building at the local level, development and funding of national and regional observer programmes and access to technology; and
  - (e) participation in the Meeting of the Parties and meetings of its subsidiary bodies as well as in the settlement of disputes.

**ARTICLE 14 – TRANSPARENCY**

1. The Contracting Parties shall promote transparency in decision making processes and other activities carried out under this Agreement.
2. Coastal States with waters under national jurisdiction adjacent to the Area that are not Contracting Parties to this Agreement shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
3. Non-Contracting Parties to this Agreement shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
4. Intergovernmental organizations concerned with matters relevant to the implementation of this Agreement, in particular the Food and Agriculture Organization of the United Nations, the South West Indian Ocean Fisheries Commission, and regional fisheries management organizations with competence over high seas waters adjacent to the Area, shall be entitled to participate as observers in the Meeting of the Parties and meetings of its subsidiary bodies.
5. Representatives from non-governmental organizations concerned with matters relevant to the implementation of this Agreement shall be afforded the opportunity to participate in the Meeting of the Parties and meetings of its subsidiary bodies as observers or otherwise as determined by the Meeting of the Parties. The Rules of Procedure of the Meeting of the Parties and its subsidiary bodies shall provide for such participation. The procedures shall not be unduly restrictive in this respect.
6. Observers shall be given timely access to pertinent information subject to the Rules of Procedure, including those concerning confidentiality requirements, which the Meeting of the Parties may adopt.

**ARTICLE 15 – FISHING ENTITIES**

1. After the entry into force of this Agreement any fishing entity whose vessels have fished or intend to fish for fishery resources in the Area may, by a written instrument delivered to the Chairperson of the Meeting of the Parties, in accordance with such procedures as may be established by the Meeting of the Parties, express its firm commitment to be bound by the terms of this Agreement. Such commitment shall become effective thirty (30) days from the date of receipt of the instrument. Any such fishing entity may withdraw such commitment by written notification addressed to the Chairperson of the Meeting of the Parties. Notice of withdrawal shall become effective ninety (90) days from the date of its receipt by the Chairperson of the Meeting of the Parties.
2. A fishing entity which has expressed its commitment to be bound by the terms of this Agreement may participate in the Meeting of the Parties and its subsidiary bodies, and partake in decision making, in accordance with the Rules of Procedure adopted by the Meeting of the Parties. Articles 1 to 18 and 20.2 apply, *mutatis mutandis*, to such a fishing entity.

#### ARTICLE 16 – COOPERATION WITH OTHER ORGANIZATIONS

The Contracting Parties, acting jointly under this Agreement, shall cooperate closely with other international fisheries and related organizations in matters of mutual interest, in particular with the South West Indian Ocean Fisheries Commission and any other regional fisheries management organization with competence over high seas waters adjacent to the Area.

#### ARTICLE 17 – NON-CONTRACTING PARTIES

1. Contracting Parties shall take measures consistent with this Agreement, the 1995 Agreement and international law to deter the activities of vessels flying the flags of non-Contracting Parties to this Agreement which undermine the effectiveness of conservation and management measures adopted by the Meeting of the Parties or the attainment of the objectives of this Agreement.
2. Contracting Parties shall exchange information on the activities of fishing vessels flying the flags of non-Contracting Parties to this Agreement which are engaged in fishing operations in the Area.
3. Contracting Parties shall draw the attention of any non-Contracting Party to this Agreement to any activity undertaken by its nationals or vessels flying its flag which, in the opinion of the Contracting Party, undermines the effectiveness of conservation and management measures adopted by the Meeting of the Parties or the attainment of the objectives of this Agreement.
4. Contracting Parties shall, individually or jointly, request non-Contracting Parties to this Agreement whose vessels fish in the Area to cooperate fully in the implementation of conservation and management measures adopted by the Meeting of the Parties with a view to ensuring that such measures are applied to all fishing activities in the Area. Such cooperating non-Contracting Parties to this Agreement shall enjoy benefits from participation in the fishery commensurate with their commitment to comply with, and their record of compliance with, conservation and management measures in respect of the relevant stocks of fishery resources.

#### ARTICLE 18 – GOOD FAITH AND ABUSE OF RIGHT

Each Contracting Party shall fulfil in good faith the obligations assumed under this Agreement and shall exercise the rights recognized in this Agreement in a manner which would not constitute an abuse of right.

#### ARTICLE 19 – RELATION TO OTHER AGREEMENTS

Nothing in this Agreement shall prejudice the rights and obligations of States under the 1982 Convention or the 1995 Agreement.

**ARTICLE 20 – INTERPRETATION AND SETTLEMENT OF DISPUTES**

1. Contracting Parties shall use their best endeavours to resolve their disputes by amicable means. At the request of any Contracting Party a dispute may be submitted for binding decision in accordance with the procedures for the settlement of disputes provided in Section II of Part XV of the 1982 Convention or, where the dispute concerns one or more straddling stocks, the procedures set out in Part VIII of the 1995 Agreement. The relevant part of the 1982 Convention and the 1995 Agreement shall apply whether or not the parties to the dispute are also parties to either of these instruments.
2. If a dispute involves a fishing entity which has expressed its commitment to be bound by the terms of this Agreement and cannot be settled by amicable means, the dispute shall, at the request of any party to the dispute, be submitted to final and binding arbitration in accordance with the relevant rules of the Permanent Court of Arbitration.

**ARTICLE 21 – AMENDMENTS**

1. Any Contracting Party may propose an amendment to the Agreement by providing to the Depositary the text of a proposed amendment at least sixty (60) days in advance of an ordinary Meeting of the Parties. The Depositary shall circulate a copy of this text to all other Contracting Parties promptly.
2. Amendments to the Agreement shall be adopted by consensus of all Contracting Parties.
3. Amendments to the Agreement shall enter into force ninety (90) days after all Contracting Parties which held this status at the time the amendments were approved have deposited their instruments of ratification, acceptance, or approval of such amendments with the Depositary.

**ARTICLE 22 – SIGNATURE, RATIFICATION, ACCEPTANCE AND APPROVAL**

1. This Agreement shall be open for signature by:
  - (a) the States and regional economic integration organization participating in the Inter-Governmental Consultation on the Southern Indian Ocean Fisheries Agreement; and
  - (b) any other State having jurisdiction over waters adjacent to the Area;and shall remain open for signature for twelve (12) months from 7 July 2006.
2. This Agreement is subject to ratification, acceptance or approval by the signatories.
3. The instruments of ratification, acceptance or approval shall be deposited with the Depositary.

**ARTICLE 23 – ACCESSION**

1. This Agreement shall be open for accession, after its closure for signature, by any State or regional economic integration organization referred to in article 22(1), and by any other State or regional economic integration organization interested in fishing activities in relation to the fishery resources.
2. Instruments of accession shall be deposited with the Depositary.

**ARTICLE 24 – ENTRY INTO FORCE**

1. This Agreement shall enter into force ninety (90) days from the date of receipt by the Depositary of the fourth instrument of ratification, acceptance or approval, at least two of which have been deposited by coastal States bordering the Area.
2. For each signatory which ratifies, accepts or approves this Agreement after its entry into force, this Agreement shall enter into force for that signatory thirty (30) days after the deposit of its instrument of ratification, acceptance or approval.
3. For each State or regional economic integration organization which accedes to this Agreement after its entry into force, this Agreement shall enter into force for that State or regional economic integration organization thirty (30) days after the deposit of its instrument of accession.

**ARTICLE 25 – THE DEPOSITARY**

1. The Director-General of the Food and Agriculture Organization of the United Nations shall be the Depositary of this Agreement and of any amendments thereto. The Depositary shall transmit certified copies of this Agreement to all signatories and shall register this Agreement with the Secretary-General of the United Nations pursuant to article 102 of the Charter of the United Nations.
2. The Depositary shall inform all signatories of and Contracting Parties to this Agreement of signatures and of instruments of ratification, accession, acceptance or approval deposited under articles 22 and 23 and of the date of entry into force of the Agreement under article 24.

**ARTICLE 26 – WITHDRAWAL**

Any Contracting Party may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that Contracting Party, by giving written notice of such withdrawal to the Depositary who shall immediately inform all the Contracting Parties of such withdrawal. Notice of withdrawal shall become effective ninety (90) days from the date of its receipt by the Depositary.



**ARTICLE 27 – TERMINATION**

This Agreement shall be automatically terminated if and when, as the result of withdrawals, the number of Contracting Parties drops below three.

**ARTICLE 28 – RESERVATIONS**

1. Ratification, acceptance or approval of this Agreement may be made subject to reservations which shall become effective only upon unanimous acceptance by all Contracting Parties to this Agreement. The Depositary shall notify forthwith all Contracting Parties of any reservation. Contracting Parties not having replied within three (3) months from the date of notification shall be deemed to have accepted the reservation. Failing such acceptance, the State or regional economic integration organization making the reservation shall not become a Contracting Party to this Agreement.
2. Nothing in paragraph 1 shall prevent a State or a regional economic integration organization on behalf of a State from making a reservation with regard to membership acquired through territories and surrounding maritime areas over which the State asserts its rights to exercise sovereignty or territorial and maritime jurisdiction.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, having been duly authorized by their respective Governments, have signed this Agreement.

DONE in Rome on this Seventh day of July 2006 in English and French, both texts being equally authoritative.

## 南印度洋漁業協定

各締約方：

對南印度洋漁業資源的適當管理、長期養護和可持續利用具有共同利益，期望通過國際合作來進一步實現其目標；

考慮到根據 1982 年 12 月 10 日《聯合國海洋法公約》和國際法一般原則，沿海國擁有國家管轄海域，並在此海域內為開發、利用、養護和管理漁業資源之目的行使主權權利並養護受到捕撈影響的海洋生物資源；

憶及 1982 年 12 月 10 日《聯合國海洋法公約》、1995 年《執行 1982 年 12 月 10 日〈聯合國海洋法公約〉有關養護和管理跨界魚類種群和高度洄游魚類種群的規定的協定》、1993 年 11 月 24 日《促進公海漁船遵守國際養護和管理措施的協定》，並考慮到 1995 年 10 月 31 日聯合國糧食及農業組織第 28 屆大會通過的《負責任漁業行為守則》；

進一步憶及 1995 年《執行 1982 年 12 月 10 日〈聯合國海洋法公約〉有關養護和管理跨界魚類種群和高度洄游魚類種群的規定的協定》第十七條規定，《南印度洋漁業協定》非締約方需適用依據本協定通過的養護和管理措施，不授權懸掛其旗幟的船隻從事與本協定適用的養護和可持續利用漁業資源不相符的漁業活動；

承認經濟和地理因素以及發展中國家，特別是其中的最不發達國家和小島嶼發展中國家以及其沿海社區的特殊需求，以從漁業資源中平等獲益；

希望沿海國和對南印度洋漁業資源有興趣的所有其他國家、國際組織以及捕魚實體合作，確保互不抵觸的養護和管理措施；

考慮到上述成就將有助於實現符合全人類利益的公正和公平的經濟秩序，特別是發展中國家的特殊利益和需要，尤其是其中的最不發達國家和小島嶼發展中國家；

深信達成旨在長期養護和可持續利用南印度洋國家管轄區外海域漁業資源的一個多邊協議是實現這些目標的最佳手段；

達成協議如下：

### 第一條 定義

為本協定的目的：

(a) “1982年公約”是指1982年12月10日《聯合國海洋法公約》；

(b) “1995年協定”是指1995年《執行1982年12月10日〈聯合國海洋法公約〉有關養護和管理跨界魚類種群和高度洄游魚類種群的規定的協定》；

(c) “區域”是指本協定第三條規定的適用區域；

(d) “行為守則”是指1995年10月31日聯合國糧食及農業組織第28屆大會通過的《負責任漁業行為守則》；

(e) “締約方”是指同意受本協定約束以及本協定對其生效的任何國家或區域經濟一體化組織；

(f) “漁業資源”是指區域內魚類、軟體動物、甲殼類動物和其他定居物種，但不包括：

(i) 依據 1982 年公約第七十七條第 4 款受沿海國漁業管轄的定居物種；以及

(ii) 1982 年公約附件 I 所列高度洄游物種；

(g) “捕魚”是指：

(i) 實際或試圖搜尋、捕撈、採捕或捕獲漁業資源；

(ii) 為任何目的從事可被合理地認為導致對漁業資源的定位、捕撈、採捕或捕獲的活動，包括科學研究；

(iii) 為漁業資源放置、搜尋、回收任何集魚裝置或相關設備，包括無線電浮標；

(iv) 除緊急情況下為船員健康或安全或船舶安全而採取的以外，為本定義所述任何活動在海上提供支持或準備的行為；或

(v) 除緊急情況為船員健康或安全或船舶安全的飛行以外，與本定義所述任何活動相關的飛行器的使用；

(h) “捕魚實體”是指 1995 年協定第一條第 3 款所述的捕魚實體；

(i) “漁船”是指任何為捕撈目的使用或準備使用的船舶，包括母船、直接參與捕撈的任何其他船舶和從事轉載的任何船舶；

(j) “國民”包括自然人和法人；

(k) “區域經濟一體化組織”是指其成員國已將處理本協定所涵蓋的事項的職能，包括就這些事項作出對其成員國有約束力的決定的權利，移交的區域經濟一體化組織；

(l) “轉載”是指在海上或在港口將一艘漁船上全部或部分漁業資源裝載到另一艘船上的行為。

## 第二條 目標

本協定的目標是通過締約方之間的合作，確保區域內漁業資源的長期養護和可持續利用，促進區域內漁業的可持續發展，並考慮區域沿岸發展中國家締約國，特別是其中的最不發達國家和小島嶼發展中國家的需求。

## 第三條 適用區域

1. 本協定適用於按以下各點沿經度線和緯度線連接作為邊界的區域，但不包括國家管轄範圍內海域：

從北緯 10° 線的非洲大陸陸地起始；沿該緯度線向東到與東經 65° 線的交匯點；沿該經度線向南到與赤道的交匯點；沿赤道向東到與東經 80° 線的交匯點；沿該經度線向南到與南緯 20° 線的交匯點；沿該緯度線向東到與澳大利亞大陸陸地的交匯點；沿澳大利亞海岸向南再向東到與東經 120° 線的交匯點；沿該經度線向南到與南緯 55° 線的交匯點；沿該緯度線向西到與東經 80° 線的交匯點；沿該經度線向北到與南緯 45° 線的交匯點；沿該緯度線向西到與東經 30° 線的交匯點；沿該經度線向北到與非洲大陸陸地的交匯點。

2. 為本協定之目的所需要確定在地球表面的點、線或區域位置，該位置應依據由國際地球自轉服務組織的國際地表參考系統來確定，為多數情況下實用目的，該系統等同於 1984 世界大地測量系統 (WGS84)。

#### 第四條 一般原則

為有效履行根據 1982 年公約和國際法的合作義務，締約方應適用，特別是以下原則：

(a) 基於可獲得的最佳科學證據通過措施，確保漁業資源的長期養護，並考慮可持續利用這類資源以及在管理中實施生態系統方法；

(b) 應採取措施確保捕撈活動的水平與漁業資源的可持續利用相稱；

(c) 應根據行為守則和 1995 年協定採用預防性措施，缺乏充分的科學信息不能作為拖延或不採取養護和管理措施的理由；

(d) 應對漁業資源進行管理，以使其維持在產生最大可持續產量水平，並使已衰退的漁業資源的種群恢復到上述水平；

(e) 捕魚方式和管理措施應適當考慮將捕魚活動可能對海洋環境造成的有害影響降到最低的需要；

(f) 應保護海洋環境中的生物多樣性；以及

(g) 應充分認識到區域沿岸發展中國家締約方，特別是其中的最不發達國家和小島嶼發展中國家的特殊要求。

## 第五條 締約方會議

1. 締約方應定期召開會議，審議與執行本協定有關的事項，並作出所有與之有關的決定。
2. 除非締約方會議另有決定，締約方會議每年至少應召開一次，該會議應儘可能與西南印度洋漁業委員會會議背對背召開。締約方可在認為必要時召開特別會議。
3. 締約方會議應協商一致通過和修訂締約方會議及其附屬機構的議事規則。
4. 締約方在首屆會議上，應審議通過為締約方會議舉行及履行職能提供資金的預算及相應的財務規定。財務規定應確定各締約方分擔預算的標準，並適當考慮發展中國家締約方，尤其是其中的最不發達國家和小島嶼發展中國家的經濟狀況，確保在區域內因捕魚獲利的締約方分攤足夠比例的預算。

## 第六條 締約方會議的職能

1. 締約方會議應：
  - (a) 審議漁業資源狀況，包括資源豐量及開發水平；
  - (b) 推動並酌情協調與區域毗鄰的國家管轄範圍內海域漁業資源以及跨界種群的研究活動，包括拋棄的漁獲物以及捕魚活動對海洋環境的影響；
  - (c) 評估捕魚活動對漁業資源和海洋環境的影響，並考慮區域的環境與海洋學特徵、其他人類活動和環境因素；

(d) 制定並通過養護和管理措施，滿足確保漁業資源長期可持續利用的需要，考慮保護海洋生物資源多樣性的需求，並基於可獲得的最佳科學證據；

(e) 採取達到一般建議的最低國際標準的負責任捕魚行為；

(f) 確立收集和核實以及提交、出版、散發和使用科學和統計數據的規則；

(g) 推動締約方之間的合作與協調，確保分佈在與區域毗鄰的國家管轄範圍內海域的跨界種群的養護和管理措施與締約方會議通過的漁業資源的養護和管理措施互不抵觸；

(h) 制定監督、控制和監視捕魚活動規則和程序，以確保締約方會議通過的養護和管理措施得到遵守，包括酌情制定涵蓋船舶監測與觀察的核查制度以及對在區域內作業的船舶實施登臨和檢查的相關規則；

(i) 制定和監督預防、阻止和消除非法、不報告和不管制捕魚的措施；

(j) 根據國際法和任何可適用的文書，提請任何非締約方注意有損本協定目標實現的行為；

(k) 建立規範參與捕魚的標準和規則；以及

(l) 開展為實現本協定目標所需的其他任務和活動。

2. 在制定參與捕撈的標準時，包括分配總允許捕撈量或總允許捕撈努力量水平，締約各方應考慮包括，但不限於，諸如 1995 年協定所包含的國際原則。



3. 在適用第 2 款規定時，締約各方可，除其他外：
  - (a) 為締約方分配年度配額或制定捕撈努力量上限；
  - (b) 為探測和科學研究分配捕撈量；以及
  - (c) 如有必要，為本協定非締約方保留捕魚機會。

4. 締約方會議應，根據已達成的規則，審查締約方的配額分配和捕撈努力量上限以及非締約方參與捕魚的機會，除其他外，考慮締約方和非締約方執行締約方會議通過的養護和管理措施的信息。

### 第七條 附屬機構

1. 締約方會議應設立常設科學分委員會，除締約方會議另有決定外，該分委員會應每年至少召開一次會議，最好在締約方會議之前召開，並按以下規定進行：

- (a) 科學分委員會的職能應是：
  - (i) 開展漁業資源以及捕魚活動對海洋環境影響的科學評估，考慮區域的環境和海洋特徵以及有關的科學研究結果；
  - (ii) 鼓勵和促進科學研究合作，以增進對漁業資源狀況的了解；
  - (iii) 就制定第六條第 1 款 (d) 項所述養護和管理措施向締約方會議提供科學意見和建議；
  - (iv) 就制定監督捕魚行為的措施向締約方會議提供科學意見和建議；

(v) 就漁業數據收集和交流的適當標準和格式向締約方會議提供科學意見和建議；以及

(vi) 締約方會議可能決定的任何其他科學方面職責；

(b) 在制定意見和建議時，科學分委員會應考慮西南印度洋漁業委員會和其他相關研究組織以及區域漁業管理組織的工作。

2. 一旦採取了第六條所述措施，締約方會議應設立履約分委員會，核實執行和遵守此類措施的情況。履約分委員會會議，根據議事規則，應結合締約方會議舉行，向締約方會議報告，並提出意見和建議。

3. 締約方會議還可根據需要設立臨時的、特殊的或常設的分委員會，研究和報告與實施本協定目標相關的事項，並可設立工作組，研究特定技術問題並提出建議。

## 第八條 決策

1. 除本協定另有規定外，締約方會議和附屬機構就實質性問題做出決定時，應由出席會議的締約方以協商一致的方式作出，協商一致意味着在作出一項決定時沒有任何正式反對。一個事項是否是實質性事項的問題應被視為是實質性事項。

2. 第 1 款所述事項以外的其他事項的決定應由出席並投票的締約方以簡單多數作出。

3. 締約方會議通過的決定應對所有締約方具有約束力。

## 第九條 秘書處

締約方會議應就提供秘書處服務的安排或設立秘書處作出決定，以履行以下職能：

(a) 執行和協調本協定有關行政管理方面的條款，包括撰寫和散發締約方會議的官方報告；

(b) 保存締約方會議和附屬機構會議的完整會議記錄以及與執行本協定有關的任何其他官方文件的完整檔案；以及

(c) 締約方會議可能決定的任何其他職能。

## 第十條 締約方責任

1. 每一締約方應就其在區域內的活動：

(a) 立即執行本協定和締約方會議可能達成的任何養護、管理和其他措施或事項；

(b) 採取適當措施確保締約方會議通過措施的有效性；

(c) 收集和交流涉及漁業資源的科學、技術及統計數據，並確保：

(i) 收集的數據充分詳細，以便開展有效的種群評估，並按照締約方會議通過的規則確立的要求及時提供；

(ii) 採取適當措施核實這類數據的準確性；

(iii) 按照締約方會議可能做出的決定，每年提供這類統計、生物和其他數據及信息；以及

(iv) 及時提供為執行締約方會議通過的養護和管理措施採取的措施的信息。

2. 每一締約方應向締約方會議說明其根據本條規定執行養護和管理措施的情況以及採取的履約措施，包括對違規行為的處罰情況，本協定締約方為沿海國的，還需說明其在與區域毗鄰的本國管轄範圍內海域為跨界種群採取的養護和管理措施。

3. 在不損害船旗國首要責任的情況下，每一締約方應，儘最大可能，採取措施或合作確保其國民以及其國民擁有或經營的在區域內捕魚的漁船遵守本協定條款及締約方會議通過的養護和管理措施。

4. 每一締約方應，儘最大可能，在另一締約方要求並提供有關信息時，調查其國民、其國民擁有或經營的漁船根據 1995 年協定屬於涉嫌嚴重違反本協定條款和締約方會議通過的養護和管理措施。一份包括對涉嫌的違法行為採取的行動或建議採取行動詳細情況的回覆應儘快提供給所有締約方，無論任何情況在收到這類要求的 2 個月內提供。完成調查後應向締約方會議提供調查結果的報告。

### 第十一條 船旗國責任

1. 每一締約方應採取必要措施以確保：

(a) 在區域生產的懸掛其旗幟的漁船遵守本協定以及締約方會議通過的養護和管理措施，這類漁船不從事有損這類措施效力的任何活動；

(b) 懸掛其旗幟的船舶不在毗鄰區域的國家管轄範圍內海域從事未經授權的捕撈活動；以及

(c) 其為懸掛其旗幟並在區域作業的漁船建立和實施衛星船位監測系統。

2. 除非締約方的適當主管機構授權，締約方不得允許有權懸掛其旗幟的任何漁船在區域內捕魚。

3. 每一締約方應：

(a) 僅在能夠對懸掛其旗幟的漁船能夠有效履行本協定和國際法相關義務的情況下，方可授權此類船隻在國家管轄範圍外海域捕魚；

(b) 保留有權懸掛其旗幟並授權捕撈漁業資源的漁船記錄，確保所有這類漁船的信息均按締約方會議的要求載入該記錄。締約方應根據締約方會議可能同意的程序交流此類信息；

(c) 根據締約方會議確定的規則，向締約方會議的每屆年度會議提交其在區域的捕魚活動報告；

(d) 及時收集並分享懸掛其旗幟的船舶在區域的完整、準確捕魚活動數據，特別是船位信息、船上保留的漁獲、丟棄的漁獲和捕撈努力量，當數據涉及適用國內的相關法律的情況下酌情對數據保密；以及

(e) 儘最大可能，在任何其他締約方要求並提供有關信息時，調查懸掛其旗幟的漁船根據 1995 年協定屬於涉嫌嚴重違反本協定條款和締約方會議通過的養護和管理措施。一份包括對涉嫌的違法行為採取的行動或建議採取行動詳細情況的回覆應儘快提供給所有締約方，無論任何情況在收到這類要求的 2 個月內提供。完成調查後應向締約方會議提供調查結果的報告。

## 第十二條 港口國責任

1. 港口國締約方根據本協定採取措施時，應充分考慮根據國際法的港口國採取措施的權利與義務，提高分區域、區域和全球養護和管理措施的效力。港口國締約方在採取這類措施時不得在形式上或事實上歧視任何國家的漁船。

2. 每一港口國締約方應：

(a) 根據締約方會議通過的養護和管理措施，除其他外，檢查自願停留在其港口或岸外碼頭的漁船船上文件、漁具和漁獲物；

(b) 不允許漁船卸載、轉載或補給，除非該漁船上的漁獲物以符合締約方會議通過的養護和管理措施的方式捕撈；以及

(c) 向船旗國締約方提供協助，根據合理的實際情況並依據國內法和國際法，在漁船自願停留在其港口或岸外碼頭且該船旗國締約方要求提供協助以確保遵守本協定的規定和締約方會議通過的養護和管理措施。

3. 當港口國締約方認為使用其港口或岸外碼頭的另一締約方的漁船違反了本協定的規定或締約方會議通過的養護和管理措施時，其應提請有關的船旗國和締約方會議注意。港口國締約方應向該船旗國和締約方會議提供該事項的全部文件，包括檢查記錄。

4. 本條不影響締約方根據國際法對其領土內的港口的主權權利。

### 第十三條 發展中國家的特殊要求

1. 締約方應充分認識到區域周邊發展中國家在漁業資源養護和管理以及對這類資源的可持續開發方面的特殊需求，特別是其中的最不發達國家和小島嶼發展中國家。

2. 締約方特別認識到：

(a) 區域周邊發展中國家的脆弱性，特別是其中的最不發達國家和小島嶼發展中國家，其依賴漁業資源的開發，包括滿足其全部或部分人口的營養需求；

(b) 需要避免對自給、小規模和個體漁民及漁工造成不利影響，並確保他們可從事漁業；以及

(c) 需要確保締約方會議通過的養護和管理措施不直接或間接地將養護行動的負擔不成比例地轉移到區域周邊的發展中國家，特別是其中的最不發達國家和小島嶼發展中國家。

3. 締約方合作應依據本協定條款以及通過其他涉及海洋生物資源管理的分區域或區域組織進行，應包括為以下目的的行動：

(a) 提高區域周邊發展中國家，特別是其中的最不發達國家和小島嶼發展中國家，養護和管理漁業資源以及開發這類資源的其自己的漁業的能力；以及

(b) 協助區域周邊發展中國家，特別是其中的最不發達國家和小島嶼發展中國家，使其能夠參與開發這類漁業資源，包括便利根據本協定入漁。

4. 為本條所載目的與區域周邊發展中國家，特別是其中的最不發達國家和小島嶼發展中國家進行的合作，應當包括提供財政援助、人力資源開發援助、技術援助、技術轉讓以及明確用於以下方向的活動：

(a) 改進漁業資源和分佈在毗鄰區域的國家管轄範圍內海域的跨界種群的養護和管理，可包括漁業數據和相關信息的收集、報告、核實、交流與分析；

(b) 改進漁業活動對海洋環境影響的信息收集與管理；

(c) 資源評估與科學研究；

(d) 監督、控制、監視、履約和執法，包括在當地開展培訓和能力建設，確立和資助國家的和區域的觀察員計劃和獲得技術；以及

(e) 參與締約方會議和附屬機構的會議以及爭端解決。

#### 第十四條 透明度

1. 締約方應提高決策過程和依據本協定開展的其他活動的透明度。

2. 對與本協定區域毗鄰水域有管轄權的沿岸國，如非本協定締約方，應有權作為觀察員參加締約方會議和附屬機構的會議。

3. 本協定非締約方應有權參加締約方會議和附屬機構的會議。

4. 與執行本協定相關的政府間組織，特別是聯合國糧食及農業組織、西南印度洋漁業委員會以及管理與區域毗鄰公海海域的區域漁業管理組織，有權作為觀察員參加締約方會議和附屬機構的會議。



5. 與執行本協定事項相關的非政府組織的代表，應有機會作為觀察員或由締約方會議另行確定的方式參與締約方會議和附屬機構會議。締約方會議和附屬機構的議事規則應對此作出規定。此方面的程序不應予不適當限制。

6. 觀察員應有渠道及時依據議事規則獲取相關信息，包括締約方會議可能通過的有保密要求信息。

### **第十五條 捕魚實體**

1. 本協定生效後，有船在區域內捕撈或準備捕撈漁業資源的任何捕魚實體，根據締約方會議可能建立的程序，可向締約方會議的主席遞交書面文件，表達其受本協定條款約束的堅定承諾。此類承諾應自收到該文書之日起的 30 天生效。任何此類捕魚實體可書面通知締約方會議主席撤回此類承諾。撤回通知應自締約方會議主席收到該通知之日起的 90 天生效。

2. 承諾受本協定條款約束的捕魚實體可根據締約方會議通過的議事規則，參加締約方會議和附屬機構的會議，並參與決策。本協定第一條至第十八條和第二十條第 2 款比照適用於此類捕魚實體。

### **第十六條 與其他組織的合作**

締約方應依據本協定聯合行動，就共同感興趣的事項與其他國際漁業和相關組織密切合作，特別是西南印度洋漁業委員會以及有權管理毗鄰區域的公海海域的其他區域漁業管理組織。

## 第十七條 非締約方

1. 本協定締約方應採取與本協定、1995 年協定和國際法相一致的措施，阻止懸掛本協定非締約方旗幟船隻破壞締約方會議通過的養護和管理措施的效力或本協定目標的實現的行為。

2. 締約方應交換在區域內懸掛非締約方旗幟的漁船從事捕魚活動的信息。

3. 締約方應提請任何非締約方注意其國民或懸掛其旗幟船舶開展的任何被締約方認為破壞締約方會議通過的養護和管理措施的效力或本協定目標的實現的活動。

4. 締約方應單獨或聯合要求有船隻在區域內作業的本協定非締約方，在執行締約方會議通過的養護和管理措施方面予以完全合作，以確保此類措施適用於區域內的所有捕魚活動。此類合作非締約方從事漁業活動獲得的利益應與其遵守漁業資源有關種群的養護和管理措施的承諾以及遵守的記錄相稱。

## 第十八條 誠信和濫用權利

每一締約方應以誠意履行依據本協定承擔的義務，並應以不致構成濫用權利的方式行使本協定認可的權利。

## 第十九條 與其他協定的關係

本協定不損害國家在 1982 年公約或 1995 年協定下的權利與義務。

## 第二十條 解釋和爭端解決

1. 締約方應盡最大努力通過友好方式解決爭端。爭端可在任一締約方提出要求時，提交 1982 年公約第十五部分第二節所載爭端解決程序，或在爭端涉及一個或多個跨界種群情況下提交 1995 年協定第八部分規定所述程序，作出有拘束力的決定。1982 年公約和 1995 年協定的相關部分應予適用，無論爭議各方是否是這兩個文書的締約方。

2. 如爭端涉及承諾受本協定條款約束的捕魚實體，且不能通過友好方式解決，該爭端應在任一爭議方要求時，根據常設仲裁法院的有關規則提交做最終和有拘束力的仲裁。

## 第二十一條 修正

1. 任何締約方可在常規締約方會議召開至少 60 天前向保管者提供建議修改的案文，建議對協定進行修正。保管者應立即向所有其他締約方分發該案文的副本。

2. 本協定的修正案應由所有締約方協商一致通過。

3. 本協定的修正案應在批准修改時有締約方地位的全部締約方向保管者交存其對該修正案的批准、接受或核准文書之日起的 90 天生效。

## 第二十二條 簽字、批准、接受和核准

1. 本協定應開放供以下各方簽署：

(a) 參與南印度洋漁業協定政府間磋商的國家和區域經濟一體化組織；以及

(b) 國家管轄範圍內海域毗鄰區域的任何其他國家；

應自 2006 年 7 月 7 日起開放簽署 12 個月。

2. 本協定應由簽署方批准、接受或核准。
3. 批准、接受或核准的文書應交存保管者。

### 第二十三條 加入

1. 本協定開放簽署結束後應向第二十二條第 1 款所述的任何國家或區域經濟一體化組織以及對有關漁業資源的捕撈活動有興趣的任何國家或區域經濟一體化組織開放加入。

2. 加入的文書應交存保管者。

### 第二十四條 生效

1. 本協定應在保管者收到第四份批准、接受、核准書之日起的 90 天生效，交存的四份文書中至少有兩份係區域周邊的沿海國交存。

2. 在本協定生效後批准、接受或核准的簽署方，本協定應自其交存批准、接受或核准文書之日起的 30 天後對其生效。

3. 在本協定生效後加入的國家或區域經濟一體化組織，本協定應在其交存加入書之日起 30 天後對該國家或區域經濟一體化組織生效。

## 第二十五條 保管者

1. 聯合國糧食及農業組織總幹事應為本協定及修正案的保管者。保管者應將核證無誤的本協定副本分送所有簽署方，並依據《聯合國憲章》第一百零二條，向聯合國秘書長登記本協定。

2. 保管者應向本協定所有簽署方與締約方通報本協定第二十二條和第二十三條所規定的簽署與批准、加入、接受或核准書交存情況，以及第二十四條規定的本協定生效日期。

## 第二十六條 退出

任何締約方可在本協定對其生效之日起 2 年後的任何時間退出本協定。退出應以書面形式通知保管者，保管者應將此退出立即通知所有締約方。退出通知應自保管者收到退出通知之日起的 90 天生效。

## 第二十七條 終止

本協定在退出導致締約方數量低於 3 個時自動終止。

## 第二十八條 保留

1. 在批准、接受或核准本協定時做出的保留僅在所有締約方一致同意後方為有效。保管者應將任何保留立即通知所有締約方。締約方在通知之日起 3 個月內未回覆，則被視為接受保留。若保留不被接受，則作出保留的國家或區域經濟一體化組織應不能成為本協定的締約方。

2. 第 1 款任何規定均不應妨礙一個國家或代表一個國家的區域經濟一體化組織針對其主張行使主權或領土與海洋管轄權的領地及其周圍海域而獲得的成員資格作出的保留。

為此，下列全權代表，經正式授權，在本公約上簽字，以資證明。

二零零六年七月七日訂於羅馬，本協定英文和法文文本具有同等效力。

二零二零年四月十四日於行政長官辦公室

辦公室主任 許麗芳

Gabinete do Chefe do Executivo, aos 14 de Abril de 2020. —  
A Chefe do Gabinete, *Hoi Lai Fong*.

#### 行政法務司司長辦公室

#### 第 15/2020 號行政法務司司長批示

行政法務司司長行使《澳門特別行政區基本法》第六十四條賦予的職權，並根據第6/1999號行政法規《政府部門及實體的組織、職權與運作》第二條第一款（二）項及第七條，結合第180/2019號行政命令第一款、第二款及第五款的規定，作出本批示。

轉授一切所需權力予市政署市政管理委員會主席戴祖義或其法定代任人，以代表澳門特別行政區作為簽署人，與“成龍工程有限公司”簽署《孫逸仙大馬路休憩區建造工程合同》。

二零二零年四月九日

行政法務司司長 張永春

二零二零年四月九日於行政法務司司長辦公室

辦公室主任 吳子健

#### GABINETE DO SECRETÁRIO PARA A ADMINISTRAÇÃO E JUSTIÇA

#### Despacho do Secretário para a Administração e Justiça n.º 15/2020

Usando da faculdade conferida pelo artigo 64.º da Lei Básica da Região Administrativa Especial de Macau e nos termos da alínea 2) do n.º 1 do artigo 2.º e do artigo 7.º, ambos do Regulamento Administrativo n.º 6/1999 (Organização, competências e funcionamento dos serviços e entidades públicos), conjugados com os n.ºs 1, 2 e 5 da Ordem Executiva n.º 180/2019, o Secretário para a Administração e Justiça manda:

São subdelegados no presidente do Conselho de Administração para os Assuntos Municipais do Instituto para os Assuntos Municipais, José Maria da Fonseca Tavares, ou no seu substituto legal, todos os poderes necessários para representar a Região Administrativa Especial de Macau, como outorgante, no «Contrato da obra de construção de zona de lazer na Avenida Dr. Sun Yat-Sen», a celebrar com a «Companhia de Construção & Engenharia Shing Lung, Limitada».

9 de Abril de 2020.

O Secretário para a Administração e Justiça, *Cheong Weng Chon*.

Gabinete do Secretário para a Administração e Justiça, aos 9 de Abril de 2020. — O Chefe do Gabinete, *Ng Chi Kin*.